

**AGREEMENT**

**BETWEEN**

**FOND DU LAC COUNTY**

**AND**

**FOND DU LAC COUNTY PROFESSIONAL**

**SOCIAL WORKER UNION**

**LOCAL 1366K, AFSCME, AFL-CIO**

**2011-2012**

## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Agreement	3
XXIV	Bulletin Board	15
XV	Compensatory and Overtime	10
XXIII	Definition of Employees	15
VI	Discipline, Discharge and Suspension	4
XVIII	Entire Agreement	14
	Exhibit A – Classification & Pay Schedule	18
II	Fair Share	3
XII	Funeral Leave	8
VII	Grievance Procedure	5
IX	Holidays	6
XVI	Insurance	11
VIII	Job Posting	5
XXVI	Layoffs	16
XIII	Leaves of Absence Without Pay	9
	Life Insurance	12
V	Management Rights	4
XXIV.	Miscellaneous	15
XIX	Negotiation Procedure	14
XXII	Non-Discrimination Clause	15
XX	No Strike, No Lockout	14
XVII	Pay Policy	14
III	Probationary Period	3
I	Recognition and Unit of Representation	3
IV	Seniority	4
XXI	Separability	15
XI	Sick Leave	8

XXV	Termination Clause	16
X	Vacations	7
	Wisconsin Retirement	13
XIV	Work Schedule	10
	Worker's Compensation	13

## **AGREEMENT**

THIS AGREEMENT is made and entered into pursuant to the provisions of Section 111.70 Wisconsin Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the above named parties enter into the following agreement which shall be binding on the parties for the term therein provided.

### **ARTICLE I. RECOGNITION AND UNIT OF REPRESENTATION**

1.01 The Employer recognizes the Union as the exclusive collective bargaining representative for the purposes of conferences and negotiations with the Employer, or its lawfully authorized representatives, on questions of wages, hours and other conditions of employment for the unit of representation consisting of all regular full-time and regular part-time social workers of the Fond du Lac County Social Services Department, excluding the work supervisors, the director and the deputy director.

1.02 The Employer agrees that there shall be no discrimination against any employee because of Union activities or membership.

### **ARTICLE II. FAIR SHARE**

2.01 The Employer agrees it will deduct from the monthly earnings of all employees in the collective bargaining unit, an amount specified by the union, such amount being the monthly dues certified by the Union as the current amount uniformly required of all members, and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made.

2.02 Changes in the amount of dues to be deducted shall be certified by the Union 45 days before the effective date of the change.

2.03 As to new employees, such deduction shall be made from the first paycheck following the probationary period.

2.04 The employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

2.05 It is further agreed that the Union, as the exclusive representative of all employees in the Bargaining Unit, will represent all such employees, Union and Non-Union, fairly and equally, and all employees in the Unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Union Constitution and By-Laws. No employee shall be denied Union membership because of race, creed, color or sex.

2.06 It is agreed that the County shall be saved harmless in case of any legal controversy regarding the "Fair Share Agreement".

### **ARTICLE III. PROBATIONARY PERIOD**

3.01 All new employees shall serve a probationary period of employment to determine their suitability for the job. The duration of such probationary period shall be six (6) months for full time employees and 975 hours for regular part time employees. A probationary employee may be disciplined or discharged for any reason without recourse to the grievance procedure.

3.02 Upon completion of the probationary period the employee shall be granted seniority rights from the date of original hire in the regular full-time or regular part-time position or from the date of hire as established in Section 3.04.

3.03 Probationary employees who desire hospital and surgical insurance coverage after ninety (90) days of employment shall be entitled to coverage in accordance with the contribution schedule in Section 16.01 of this

Agreement.

3.04 Part time and temporary employees who are awarded regular full time or regular part time positions in the same classification as that worked as a part time and/or temporary employee shall have their date of hire adjusted as follows:

<u>Hours Worked as Part Time and/or Temporary Employee</u>	<u>Number of Months Date of Hire Backdated</u>
407 or more	3 Months
At least 244 but less than 407	2 Months
At least 82 but less than 244	1 Month
Less than 82	No Adjustment

The date of hire adjusted in accordance with the above procedure shall serve as the employee's original date of hire for purpose of seniority, vacation and sick leave accrual. There shall be no allowance for retroactive holiday accrual.

3.05 Probationary employees may attend seminars, meetings and training events only upon permission of their supervisors.

#### **ARTICLE IV. SENIORITY**

4.01 The employer agrees to the seniority principle.

4.02 After completion of the probationary period, an employee's seniority date shall be his/her first date as a regular full time or regular part time employee within the bargaining unit with the employer or as established pursuant to Section 3.04 of the Agreement and seniority shall not be considered terminated except upon (1) discharge for cause; (2) voluntary quit; (3) failure to return upon the expiration of a leave of absence; (4) layoff for a period exceeding two years; or (5) failure within seven days after sending of notice to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the employer's records.

4.03 A seniority list shall be prepared and posted by the employer. Such list shall be prepared in order of seniority and will show the names and dates of employment for all persons in the bargaining unit. A copy of such list shall be mailed to the Union President and shall be reviewed at twelve (12) month intervals.

4.04 Approved unpaid leave time that is subject to provisions of the State and /or federal family and medical leave laws or leave time approved under the "Extended Medical Leave" provision (Article XIII, Section 13.02) of this agreement, shall not impact the employee's established seniority date. Wherein the employee is subject of an employer induced layoff, the employee's seniority date shall remain intact unless the layoff exceeds two (2) years. Employees granted leaves of absence under the "Other Leaves" provision (Article XIII, Section 13.03) of this agreement shall be subject to adjustment of their seniority date by the number of days which exceed thirty (30) days.

#### **ARTICLE V. MANAGEMENT RIGHTS**

5.01 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which Employer has not officially abridged, delegated or modified by this Agreement are retained by Employer. The Union recognizes the prerogative of the Employer to establish reasonable work rules. The employer agrees to provide the Union with a written copy of all proposed changes to work rules not less than 30 days prior to their implementation.

#### **ARTICLE VI. DISCIPLINE, DISCHARGE AND SUSPENSION**

6.01 No regular employee shall be disciplined or discharged except for just cause. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Union within twenty-four (24) hours if reasonably possible. Any grievance that may result from such

action shall be considered waived unless presented in writing within seven (7) calendar days of the receipt of the notice by the employee. The grievance may be started at Step 2 or Step 3.

## **ARTICLE VII. GRIEVANCE PROCEDURE**

7.01 **Grievance.** Any matter involving the interpretation, application or enforcement of the terms of this agreement, or a claim by an employee, employees or Union, that an employee has been discriminated against or treated unfairly or arbitrarily by the Employer by any action taken in the exercise of its rights or powers, may become a grievance. Grievances must be presented in Step 1 within ten (10) working days of: 1) the occurrence of the event causing the grievance; or 2) within ten (10) working days of the time that an employee reasonably should have known of the events causing the grievance, or else the same shall be barred as a grievance.

- Step 1. If an employee has a grievance, he/she shall first present the grievance orally to his/her immediate supervisor or the Director either alone or accompanied by the Union Steward.
- Step 2. If the grievance is not settled at the first step within ten (10) working days, it shall be reduced to writing and presented to the Director. If not resolved within five (5) working days, the Director shall furnish the employee a reply in writing.
- Step 3. If the grievance is not settled at the second step and within fourteen (14) calendar days after the employee receives the reply in writing from the Director, the grievance shall be submitted to the **Grievance Hearing Committee (GHC)** and notice of such appeal given to the Director. The GHC shall be comprised of the Human Resources Director, the Director of Administration and an "at-large" member selected by the Human Resources Director from a rotating list of five (5) department heads. The participating "at-large" member shall not be affiliated with the grievant's department of employment. The GHC shall meet with the grievant at a time when the grievant is not scheduled to work or when scheduling arrangements can be made, allowing the grievant to attend the hearing. If the HR Director had previously been involved in the decision making process of the issue directly related to the grievance, he/she would agree to remove themselves from the GHC and be replaced with a different department with no relationship to the grievance. If the dispute is not resolved within fifteen (15) days either party may submit the matter to Step 4 within five (5) calendar days following the expiration of the fifteen (15) days aforesaid, or the matter will be deemed waived and finally settled. Wherein the grievance pertains to a termination or disciplinary suspension of an employee, the Finance, Personnel and Economic Development Committee shall entertain the grievance pursuant to the aforementioned time frames and deadlines.
- Step 4. Any grievance not settled in Step 3 above and timely noticed for appeal to Step 4 in writing served on the opposite party to include the Director by the party appealing shall be subject to arbitration. The parties shall request the Wisconsin Employment Relations Commission to appoint a Commissioner or member of the staff to serve as the Arbitrator and the Arbitrator shall make a decision on the grievance which shall be final and binding on both parties.

Time Limits: The limits set forth above may be extended by mutual agreement in writing.

## **ARTICLE VIII. JOB POSTING**

8.01 In the event a job vacancy or new position occurs, a notice of the vacancy or new position shall be posted on the employee's bulletin board for at least seven (7) calendar days and the employer will concurrently with posting, notify the Union president or in the president's absence any Union officer of the vacancy or new position and the names of those who are on leave or vacation. Said notice shall contain the prerequisites for the position and said prerequisites shall be consistent with the requirements for the position. Postings for vacancies may be concurrent with the advertising of such vacancies to the general public.

8.02 Effective May 5, 1993 all persons hired to fill Social Worker positions shall be certified or certifiable as Social Workers in accordance with the criteria established by the State of Wisconsin, Department of Regulation and Licensing.

## **ARTICLE IX. HOLIDAYS**

- 9.01 a) Full time employees: For each of the following full holidays during the term of this agreement, each full time employee shall receive seven and one-half (7 1/2) hours of holiday pay computed at their then hourly rate.

### **2011**

January 1	Saturday	New Year's Day
April 22	Friday	(1/2) Friday Preceding Easter
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 24	Thursday	Thanksgiving Day
November 25	Friday	Day after Thanksgiving
December 24	Saturday	Day before Christmas
December 25	Sunday	Christmas
December 31	Saturday	New Year's Eve

### **2012**

January 1	Sunday	New Year's Day
April 6	Friday	(1/2) Friday Preceding Easter
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 22	Thursday	Thanksgiving Day
November 23	Friday	Day after Thanksgiving
December 24	Monday	Day before Christmas
December 25	Tuesday	Christmas
December 31	Monday	New Year's Eve

- b) Floating Holidays: In addition to the above listed holidays, all regular full time employees who have completed their probationary period with the employer shall be granted two (2) floating holidays to be taken at the employee's discretion subject to seniority wherever practical and provided it does not adversely affect the operation of the employer.
- c) If a holiday for which an employee receives time off with pay falls on a Saturday, the Friday preceding shall be celebrated as the holiday and if it falls on a Sunday, the Monday following shall be celebrated as such holiday.

9.02 **Eligibility:** In order to be eligible for holiday pay, employees must have worked on their scheduled work day immediately preceding and following the holiday unless their absence is excused by the Director or is due to illness as established by a medical certificate satisfactory to the Employer.

9.03 In the event a holiday falls on a regular work day within the period taken as vacation or sick leave, such holiday shall not be charged as vacation time or sick leave if the time off option is taken.

9.04 Probationary employees shall be entitled to holiday pay as provided above, provided however that they have been employed for at least thirty (30) days.

9.05 Employees on lay off or unpaid leave of absence will not receive pay for holidays falling in such period.

9.06 Temporary and part time employees shall not be considered as eligible employees within this Article.

9.07 All regular part time employees shall be entitled to holiday pay or compensatory time off as otherwise provided above on a pro rata basis.

## **ARTICLE X. VACATIONS**

10.01 Definitions: For regular full time employees a normal full vacation week shall be five (5) days

and a normal full vacation day shall be seven and one-half (7½) hours. Vacation pay shall be at an employee's straight time hourly rate in effect at the time of taking such vacation.

10.02 Vacation accrual shall be determined on the basis of length of continuous service of each employee as of January 1<sup>st</sup> of each year for the preceding year and such vacation must be taken in the calendar year following the year in which it is earned.

10.03 Initial Year of Service – For a regular full time employee with less than a full year of service as of January 1, the employee shall receive five/sixth (5/6) of a day's vacation for each month or major fraction of a month of continuous service in the prior year.

10.04 Subsequent Years of Service – Each regular full time employee shall receive vacation time off and vacation pay based on an employee's anniversary date established as follows:

- a) An employee whose anniversary date falls between January 1 and June 30, inclusive, shall have his/her anniversary date for vacation purposes established as of January 1 of said year.
- b) An employee whose anniversary date falls between July 1 and December 31, inclusive, shall have his/her anniversary date for vacation purposes established as of January 1 of the following year.

10.05 Vacation Schedule – Each regular full time employee shall receive vacation time off and vacation pay according to the following schedule:

<u>Time Off With Pay</u>	<u>Number of Years of Continuous Service</u>
Two (2) Weeks	1
Three (3) Weeks	6
Four (4) Weeks	13
Five (5) Weeks	20

10.06 Regular part time employees shall receive vacation time off and pay on a pro rata basis.

10.07 Where fractional vacation days occur, they shall be rounded off to the nearest full day for the purposes of computing pay and time off.

10.08 An employee shall not be eligible to receive a vacation until his/her probationary period has been completed. Upon completion of an employee's probationary period, the employee shall be eligible to receive vacation for those months of service prior to January 1 of the year in which the probationary period was completed.

10.09 An employee is not entitled to any vacation pay if his/her employment is terminated prior to the completion of six (6) full calendar months of continuous service.

10.10 Preference as to time of vacation will be given in accordance with seniority wherever practical and provided it does not adversely affect the operation of the Employer.

10.11 Posting/Sign Up – Employees who have not used vacation by October 15 shall post for vacation by that date. Changes after that date shall be made only with the approval of the supervisor subject to staffing requirements for or for good cause.

10.12 Unused Vacation At Year End – An employee must notify the employer in writing no later than December 31<sup>st</sup> if the employee wishes to carry forward unused vacation until March 31<sup>st</sup> of the following year. If the employee fails to notify the employer or if the vacation carried forward from the previous year is not used by March 31<sup>st</sup>, it will be transferred to the employee's sick leave account. Unused vacation transferred to an employee's sick leave account shall be limited to the extent that the resulting employee's sick leave account shall not exceed the authorized maximum accumulation of one hundred two (102) days. The amount of unused vacation that can be carried forward will be limited to fifteen (15) hours subject to the other restrictions of this section. In the event of unusual circumstances an employee may apply to the Finance, Personnel and Economic Development Committee



via the Director for any deviation from this rule.

#### **ARTICLE XI. SICK LEAVE**

11.01 Eligibility for sick leave allowance shall begin after the completion of probationary period.

11.02 One Hundred Two Day Base Account: Regular full time employees shall accumulate sick leave with pay at the rate of one-half (1/2) working day for each month of service during their probationary period and at a rate of one (1) working day for each month of service thereafter accumulative up to one hundred two (102) working days except new employees may not use sick leave during their probationary period.

11.03 Absences: Sick leave credits in any given year shall not be earned for any period of absence without pay or times not worked or paid for except that for administrative purposes any approved absence or absences totaling thirty (30) calendar days or less in a calendar year may be disregarded.

11.04 Accrual Required Before Use: Sick leave shall not be used until it has been accrued.

11.05 Regular Part-Time Employees: Regular part-time employees shall accumulate sick leave with pay on a pro-rata basis.

11.06 Eligibility for Sick Leave: An employee shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, pregnancy and post natal care, exposure to contagious disease, attendance upon members of the immediate family defined as husband, wife and dependent children. The employee must attempt to make other arrangements within a reasonable time for the attendance upon members of the immediate family.

11.07 The employer shall require a medical certificate to justify the granting of sick leave of three (3) or more days duration. The Employer may also require any employee claiming sick leave to submit to an examination by a doctor designated by the employer at the employer's expense.

11.08 Effect of Termination of Employment: Previously accumulated sick leave shall not be terminated by absence on approved leave. Termination of the employment for any reason shall cancel all unused accumulated sick leave allowance except employees who retire under Wisconsin Retirement Fund, retire due to disability or die shall be placed in a Retirement Health Plan Account on behalf of the employee or his/her estate 50 per cent of all accumulated sick leave effective upon contract ratification of Fond du Lac County's Board. Whenever a permanent employee is laid off due to lack of work or funds, any unused accumulated sick leave allowance shall continue in effect if he/she is rehired by any County department within two years.

11.09 Sick Leave While on Vacation: An employee who becomes sick during the time of vacation may receive sick leave pay instead of vacation pay and time charged as vacation, if such employee:

- a) Notifies the Employer as soon as possible to such day(s) claimed as sick days of the vacation that he/she is sick and intends to so claim sick payment.
- b) Furnishes a doctor's certificate for such claimed sick days.

11.10 End of Year: At the end of each calendar year, the County shall pay each employee who has accumulated unused sick leave in excess of 102 days, 50 per cent of such excess over 102 days of maximum accumulation, or at the employee option, the equivalent number of days off with pay (i.e. 6 days in excess of 102 equals 3 days off with pay). Such days off with pay must be taken by May 1st or they will be lost. An employee desiring the time off with pay option must notify the Employer in writing no later than January 7 or the Employer will pay the employee.

11.11 Sick Leave on Holidays: In the event that a holiday falls on a regular work day within the week or weeks taken as vacation or sick leave, such holidays shall not be charged as vacation or sick leave.

#### **ARTICLE XII. FUNERAL LEAVE**

12.01 Employees are hereby granted up to three (3) working days leave of absence with pay in the event of

the death of a member of their immediate family. Immediate family is defined as an employee's spouse, child, stepchild, parent, stepparent, brother, sister, daughter-in-law, son-in-law, grandchild, grandparent, or spouse's parent (including parent of a deceased spouse). Employees are hereby granted one (1) working day leave of absence with pay in the event of the death of other immediate relatives. Other immediate relatives are defined as an employee's, brother-in-law or sister-in-law as well as spouse's brother-in-law, or sister-in-law.

12.02 Funeral leave shall be granted at the employee's regular straight time rate depending on the current normal work day but not to exceed seven and one-half (7 1/2) hours for a full day and shall be limited to the scheduled time lost within the period beginning with the day of death and ending with the day after the funeral. Employees must attend the funeral or the visitation at the Funeral Home to be eligible for any benefits under this Article.

12.03 Authorized unpaid leave of absence may be granted by mutual agreement with the Employer and employees for the purpose of attending to post funeral arrangements.

### **ARTICLE XIII. LEAVES OF ABSENCE WITHOUT PAY**

13.01 Military Leave: The Employer and the Union shall comply with the requirements of Federal Law with respect to the reinstatement and seniority of employees entering or returning from service in the Armed Forces of the United States.

13.02 Extended Medical Leave: An employee who exhausts his/her sick leave account and if applicable, FMLA Leave Entitlement and is unable to return to work due to the illness or injury, shall be granted a leave of absence of sufficient duration to recover from the illness or injury but not to exceed two years, but in no event to exceed the employee's length of service. Additionally, such leave shall be conditional on the employee's usage of all available accrued paid leave benefits. An employee forced to take a vacation to extend a medical leave of absence will be granted an unpaid leave of absence to cover unscheduled absences that would have been covered by vacation in accordance with the employees vacation rights and restrictions. The employee may be required to furnish periodic medical reports from a physician to justify the need for medical leave. The full cost of applicable group health and/or life insurance premiums which come due during such leave is the responsibility of the employee. An employee returning from an extended medical leave shall be required to furnish a physician's statement that the employee is substantially able to assume all of the responsibilities of his/her position.

13.03 Other Leaves: Any employee who wishes to absent himself/herself from his/her employment for any other reason other than sick leave, funeral or any other reason specifically provided for in this agreement, and who has utilized all applicable paid leave credits must make application for a leave of absence from the Employer. Whenever possible, all requests for leaves shall be made in writing to the Director at least fifteen (15) days previous to the start thereof. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence and whether or not the leave will adversely affect the operation of the employer. Such requests in writing shall also indicate whether the employee will pay any insurance coverage premium for which he/she is responsible during the requested period of such leave of absence, to-wit: The employee's share and the Employer's share of premium on said insurance coverages or whether the employee will execute a waiver and discontinue said insurance coverages. If the employee desires to continue said insurance coverage or coverages, he/she must pay the aforementioned premium (employee's share and employer's share) in advance to Employer prior to commencement of such leave of absence without pay.

13.04 Family and Medical Leave Acts (FMLA): Leaves requested and granted pursuant to the state and/or Federal Family and Medical Leave Acts (FMLA) are without pay except in those instances where provisions of the law(s) allow employee substitution of paid leave (i.e., sick leave, vacation compensatory time, holiday, etc.) credits. In such instances, the State and Federal FMLA leaves and all paid leave utilized run concurrent and the FMLA Leave Entitlement limits are not extended. Wherein the employee is in a portion of the FMLA leave that does not provide for employee option for substitution of paid leave, the employer will assign paid leave. In such instances sick leave pay shall not be assigned unless a medical condition which qualifies for sick leave use exists.

13.05 Outside Employment While on Leave: An employee who is on sick leave or extended medical leave and who is found to be actively employed by another employer while on such leave shall be deemed to have resigned his/her position with Fond du Lac County unless such other employment clearly does not conflict with the reason for the sick leave or extended medical leave. No leaves of absence shall be granted for the purpose of seeking or trying other employment.

13.06 There shall be no accrual of sick leave or accumulation of time towards step increases during any leaves of absence exceeding seven (7) calendar days.

13.07 An employee's vacation time off and pay shall be reduced pro-rata for all time of leave of absence. Up to seven (7) days per year will be ignored for administration purposes.

#### **ARTICLE XIV. WORK SCHEDULE**

14.01 The normal schedule of work shall be Monday through Friday. The normal work day shall be seven and one-half (7 ½) hours per day. The regularly scheduled work day will be the agency's hours of business from 8:00 A.M. to 4:30 P.M. with one (1) hour allowed for lunch subject to the following exceptions:

- a) The agency may extend its current hours of business to no later than 8:00 P.M. one (1) evening (Monday, Tuesday, Wednesday or Thursday) per week at each of its locations. Management will determine staffing needs based on the required classifications, numbers and levels of expertise needed to provide the desired service.
- b) The agency may extend its current hours of business to no later than 6:00 P.M. up to two (2) other evenings (Monday, Tuesday, Wednesday or Thursday) per week at each of its locations. Up to one-fourth (1/4) of all social workers may be scheduled to work the extended hours.

Management will assign staff in the following order:

- a) Employees who desire to work in order of seniority.
- b) Any additional employees required in order of reverse seniority.

No social worker may be assigned to work an extended schedule more than one (1) evening per week.

The only exceptions to the above schedule are:

- a) Social workers regularly involved in servicing group homes or social workers whose clients can only meet with them outside normal business hours. These social workers may be scheduled to work a maximum of four hours per week during evening hours solely with respect to time spent in group home meetings or servicing the aforementioned clients as part of their normal thirty-seven and one-half (37 ½) hour normal work week. The corresponding number of scheduled evening hours will be deleted from the 8:00 A.M. to 6:00 P.M. work schedule at times mutually agreeable to the employee and employer. In the event that the parties fail to reach agreement as to which hours are to be deleted, the Director shall designate such hours.
- b) Employees working on approved voluntary flex time schedules.

14.02 The provisions of this Article shall in no way be construed as a guarantee by the Employer of any amount of work in any period or as a limitation on hours of work in any period and the Director may require modifications of said hours under unusual or emergency conditions.

14.03 Regular part-time employees who attend a mandatory workshop shall receive compensation for all the hours attended rather than only the number of hours they were scheduled to work that day.

#### **ARTICLE XV. COMPENSATORY AND OVERTIME**

15.01 Employees may be required to perform work in excess of their normal schedule of hours. Employees may be granted compensatory time off or pay on the basis of straight time for hours worked in excess of thirty-seven and one-half (37½) hours but less than forty (40) hours in a calendar week and time and one-half for all hours in excess of forty (40) hours in a calendar week. Such overtime shall, at the discretion of the Director, be taken on a compensatory time basis at a time mutually agreed upon by the Employer and employee or paid by the Employer. However, the accumulation of compensatory time shall be limited to thirty (30) hours for all regular full

time employees and fifteen (15) hours for all regular part time employees and all overtime worked after an employee has accumulated thirty (30) or fifteen (15) hours respectively of compensatory time will be paid by the Employer on the next regular pay day. All compensatory time accumulated to December 15 must be taken on a compensatory time off basis or paid by the Employer by the end of the year. Compensatory time accumulated after December 15 may be carried forward to the following contract year.

15.02 Overtime shall be recorded in fifteen (15) minute intervals in accordance with the following schedule: 0-7 minutes - no payment; 8-22 minutes - 1/4 hour; 23-37 minutes - 1/2 hour; 38-52 minutes - 3/4 hour; 53-67 minutes - 1 hour; over 67 minutes – payment based in 1/4 hour increments using the same conversion listed above. Exception: An employee required to perform unplanned overtime employment related responsibilities which disrupt his/her personal activities within or outside his/her home at times other than an extension of a normal work day shall receive a minimum of 1/2 hour of pay regardless of the time worked. Time worked in excess of 1/2 hour will be recorded in accordance with the above schedule. All scheduled overtime must have the approval of the employee's supervisor.

15.03 Add on for on call, which requires an employee to wear a pager, will be \$1.00/hr and \$2.00/hr for holidays. Child Protective Services workers will be required to wear a pager and this duty will be first be offered on a voluntary basis if not enough employees volunteer then on call will be mandatory based on reverse seniority with no right to bump those employees who accepted on call voluntarily. If an employee is required to work they will receive a minimum of one (1) hour of regular pay. Easter will be included as a holiday for on call pay. On call rates will increase to \$1.50/hr and remain \$2.00/hr for holidays effective December 30, 2007.

15.04 On call for juvenile will first be offered on a voluntary basis if not enough employees volunteer then on call will be mandatory based on reverse seniority with no right to bump those employees who accepted on call voluntarily. Add on pay will be the same as 15.03.

## **ARTICLE XVI. INSURANCE**

### **16.01 Hospital and Surgical Insurance**

Regular full-time employees shall be covered by a Group Hospital, Surgical and Medical Insurance Plan, the benefits and coverage shall be established by the parties to this agreement.

The current basic plan which includes coverage for routine care and oral contraceptives includes an annual \$1250 deductible per individual, \$2500 deductible per family (in network) with additional coinsurance (90-10) based on the next \$1500 (single)/\$3000 (family) of covered services; an annual \$1875 deductible per individual, \$3750 per family (out-of-network). Fond du Lac County has contracted with a third party administrator to administrate a Health Reimbursement Arrangement to cover the difference between the high deductible plan and the deductibles and co-insurance listed below. A \$50.00 co-pay for emergency room visit is applicable but is waived if an admission occurs.

**SEE CHART BELOW**

		IN-NETWORK	OUT-OF-NETWORK
<b>Deductible</b>	Single	\$1,250	\$1,875
	Family	\$2,500	\$3,750
<b>Coinsurance</b>	Single	90% of \$1,500	100%
	Family	90% of \$3,000	100%
<b>Out-of-Pocket Max</b>	Single	<i>Includes Deductible</i> \$1,400	<i>Includes Deductible</i> \$1,875
	Family	\$2,800	\$3,750
<b>Health Reimbursement Arrangement (HRA)</b>			
<b>Deductible</b>	Single	\$250	\$375
	Family	\$500	\$750

<b>Coinsurance</b>	Single	90% of \$1,000	60% of \$1,500
	Family	90% of \$2,000	60% of \$3,000
<b>Out-of-Pocket Max</b>	Single	\$350	\$975
	Family	\$700	\$1,950
<b>UMR Member Coinsurance Out-of-Pocket</b>	Single	\$150	N/A
	Family	\$300	
<b>Total Member Out-of-Pocket</b>	Single	\$500	\$975
	Family	\$1,000	\$1,950

Said plan includes a prescription drug card which requires \$10.00 co-pay for each generic prescription medication, \$30.00 co-pay for each name brand prescription medication in the formulary and \$45.00 co-pay for each name brand prescription medication not in the formulary. Prescription medication co-pays have an out-of-pocket cap of \$350 for the Single Plan and \$700 for the Family Plan and do not count toward deductible or co-payments required under the health insurance plan. Regular part-time employees as defined in Article V, Section 5.01(b) shall be eligible for the single plan only unless the regular part-time employee has two (2) or more years of continuous service with the Employer. In that case the regular part-time employee shall also be eligible for the family plan.

The Employer reserves the right to determine the insurance carrier provided that the level of benefits, coverage and administration procedures are similar to that presently in effect. **Management also has the right to consider and implement the Wisconsin Public Employer Group Health Insurance Program.** However, the Union does not waive its right to bargain for changes in benefits in the future.

The Employer will pay as its share of the total monthly premium cost up to 85% per month of the single plan and up to 85% per month of the family plan for all regular full-time employees electing coverage and enrolled under the single and family plans. Effective January 1, 2009, the Employer will pay as its share of the total monthly premium cost up to 85% per month toward the premium for each regular part-time employee covered by the single plan and up to 75% per month toward the premium for each regular part-time employee covered by the family plan. **Contributions will be reduced to 12% if employee completes a Health Risk Assessment by November of the preceding year. HRA's will be completed at no cost to the employee. Fond du Lac County will continue to offer employees who take a HRA a discounted premium on their Health Insurance.**

Under the carrier in effect January 1, 2011, the contributions are as follows:

	Total Cost	County share	Employee share	
FT/Single	722.75	636.02	86.73	12%
FT/Family	1879.31	1653.79	225.52	12%
FT/Sing no HRA	722.75	614.34	108.41	15%
FT/Family no HRA	1879.31	1597.41	281.90	15%
RPT/Single	722.75	614.34	108.41	15%
RPT/Family	1879.31	1409.48	469.83	25%

The Employer agrees to make a contribution of \$3.00/pay period (\$78.00/year) for employees with single health insurance coverage and a contribution of \$6.00/pay period (\$156.00/year) for employees with family insurance coverage.

Prescription Drug Mail Order Benefit – Eliminate 90-day supply at retail (30 day limit).

Co-pay structure                      \$20 Generic for 90 order  
   \$60 Brand Name for 90 day order  
   \$90 Non-Formulary Brand for 90 day order

Savings to employee by paying for reduce co-pay by 1 month.

Specialty Pharmacy – Move high cost drugs from medical plan to drug card by care management process

Virtual Clinic – Any Fond du Lac County (plus eligible family members) may use the Virtual Clinic with no co-pay or deductible applied. Visits are of no cost to the employee (tests and lab work do go toward co-pay and/or deductible). The Virtual Clinic will also assist employees with disease management.

#### **16.02    Life Insurance**

Group Life Insurance shall be available for all employees under the Group Life Insurance Program for Employees of Wisconsin Municipalities pursuant to the rules and regulations thereto; and the Employer agrees to pay up to a maximum of \$9.00 per month toward the premium of each such employee as well as the minimum contribution required of it as an employer under said plan.

#### **16.03    Wisconsin Retirement Fund**

Upon the earliest of the effective date of either the passage of a state bill for employees to pay half of the Wisconsin Retirement System contributions which for 2011 is 5.8% of gross wages or the first pay period after the effective date of county board action to require employees to pay a portion of WRS as established by the Employee Trust Funds (ETF).

#### **16.04    Worker's Compensation Differential Pay**

- a)      Employees absent under worker's compensation will be required to furnish a physician's certificate before returning to duty if they are absent three (3) or more days. Employees who are absent for an extended period will be required to furnish a physician's certificate every fourteen (14) days in addition to above. Required examination by a physician will be paid by the employer.
- b)      Under present law, worker's compensation is not paid for the first three (3) days of industrial illness or injury unless the person is off for over seven (7) days at which time the first three (3) days are then paid. In instances where the first three (3) days are not paid, the employer will pay the employee for the three (3) absent days upon verification that the employee was absent due to industrial illness or injury.
- c)      An employee who suffers a lost time injury through no fault of his/her own may appeal any resulting loss in take home pay to the Finance, Personnel and Economic Development Committee through a Worker's Compensation Review Committee composed of two Union and two Management representatives.
- d)      An employee who is absent for an extended period is responsible for the payment of employee share of applicable health and group life insurance premiums. The employee shall continue to accrue benefits including seniority and normal Wisconsin Retirement credits.

#### **16.05    Differential Pay - Jury Duty and Witness**

Any employee serving on a jury or losing work as a result of being called as a witness where his/her being called as a witness is related to or grows out of his/her job with the employer, the employer will pay such employee his/her regular normal pay provided the employee pays the County such compensation received for jury duty or

witness fee for those days such employee would otherwise have worked and on which he/she is absent due to jury duty or having been called as a witness.

#### **ARTICLE XVII. PAY POLICY**

17.01 The Classification Schedule and Pay Policy is attached to this Agreement as "Exhibit A" which shall be effective for the term of this Agreement. The first day of a pay period shall be the implementation date for all changes in rates of pay scheduled between the Sunday one week prior to the start of that pay period and the Saturday six days after the start of that pay period.

17.02 Regular part time, part time and temporary employees shall progress through the pay ranges listed in "Exhibit A" utilizing the equivalent of actual paid hours per interval but in no case in less than the specified interval (months).

17.03 Vacation and sick leave although earned on a pro rata basis for regular part time employees shall be used and paid out at the ratio of pay and hours normally scheduled for the individual employee.

17.04 **Promotion/Reclassification:** In the case of the promotion/reclassification of any regular part time or regular full time employee to a classification with a higher maximum salary, such employee shall be placed into the next highest pay rate that will provide at least \$.25 increase in pay. The employee then shall progress to the next step in pay as outlined in the wage exhibit. In the event an employee is promoted on his/her anniversary date, he/she shall first receive any within range increase to which he/she is entitled in the lower class and then the promotion/reclassification salary adjustment as noted above.

17.05 Any employee whose status (regular full time, regular part time or temporary) changes within the same classification shall retain the step of pay in effect at the time of the change and the number of hours accrued toward the advancement to the next step in the pay scale.

#### **ARTICLE XVIII. ENTIRE AGREEMENT**

18.01 The foregoing constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

18.02 Nothing contained herein shall be construed to limit management rights.

18.03 Within that concept it is understood that policies, working conditions and standards shall remain unchanged if any proposed change has an impact that has an extensive effect on wages, hours and conditions of employment.

#### **ARTICLE XIX. NEGOTIATIONS PROCEDURE**

19.01 By August 1st of any year, the Union shall give notice of its requests for changes in the Agreement or for such other requests as it may offer in negotiations in writing to the Finance, Personnel and Economic Development Committee of the County Board of Supervisors.

19.02 Negotiations shall be conducted with the Union on the requests made with the Finance, Personnel and Economic Development Committee of the County Board within its jurisdiction.

19.03 Any mutual agreement reached in negotiations shall be recommended to the membership by the Union and recommended to the County Board by the Finance, Personnel and Economic Development Committee for approval and adoption.

#### **ARTICLE XX. NO STRIKE, NO LOCKOUT**

20.01 **No Strike.** The Union agrees that for the duration of this agreement, Union officers, representatives or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that they are in violation of this agreement and should end such strike, work stoppage, walkout, interruption

or impeding of work.

20.02 **No Lockout.** The Employer agrees that there shall be no lockout of any kind during the term of this Agreement.

#### **ARTICLE XXI. SEPARABILITY**

21.01 Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and negotiations shall be instituted promptly to adjust any invalidated clause or portion thereof.

#### **ARTICLE XXII. NON-DISCRIMINATION CLAUSE**

22.01 The parties of this Agreement agree that they will not discriminate against any person on the basis of race, color, religious or political beliefs or affiliations, national origin, marital or parental status, pregnancy, sex, sexual orientation, age or handicapped status.

#### **ARTICLE XXIII. DEFINITION OF EMPLOYEES**

23.01 The following definitions shall apply to this Agreement.

- a) **Regular Full Time Employee:** Shall mean those employees regularly scheduled to work thirty-seven and one-half (37-1/2) hours per week.
- b) **Regular Part-Time Employee:** Shall mean those employees regularly scheduled to work less than thirty-seven and one-half (37-1/2) hours per week, but not less than twenty (20) hours per week.
- c) **Part-Time Employee:** Shall mean those employees regularly scheduled to work less than twenty (20) hours per week.
- d) **Temporary Employee:** Shall mean those employees hired to perform a specific project or to work for a specific period of time, not to exceed ninety (90) days unless extended by mutual agreement of the Union and the Employer. Upon completion of said project or time, the employee shall be added or separated from the payroll and the Union shall be notified.

23.02 Part-time and Temporary Employees shall not be entitled to any rights or fringe benefits covered under this Agreement.

#### **ARTICLE XXIV. MISCELLANEOUS**

##### **24.01 Union Business**

- a) The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement nor to prevent certain routine business such as the posting of Union notices and bulletins. When Union business is conducted during working hours, Employees shall first notify their immediate supervisors.
- b) Business agents or representatives of the Union having business with individual officers or individual members of the Union may confer with such officers or individual members during working hours for a reasonable time provided that notification is given to the Director, or in his absence, his designated representative, and provided such conferences be held at the direction of the Employer in a location on the premises which will not interfere with the operations of the department.

##### **24.02 Bulletin Board**



The Employer shall provide the Union with a bulletin board which shall be used for the purpose of Union business and notices.

24.03 **Mileage** Mileage reimbursement shall be based on the reimbursement rate established by the IRS.

#### **ARTICLE XXV. TERMINATION CLAUSE**

25.01 **THIS AGREEMENT** shall be effective as of the 1st day of January, 2011 and shall remain in full force and effect through the 31st day of December, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1st day of August of any year in which the Agreement is in force that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations, except that in the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

#### **ARTICLE XXVI. LAY-OFFS**

26.01 **Purpose:** This lay-off procedure is intended to give due consideration to the essential factors of length of service, performance and other factors, considered in such a way as to be fair to all employees and to retain for the County service its most effective and efficient personnel.

##### **26.02 General Rules for Lay-off:**

- a) No employee with permanent status shall be laid off from any position while any limited term; emergency or probationary employee is continued in a position of the same class in the department.
- b) An employee with permanent status whose services are terminated through lay-off in a given class has the right to induce lay-off considerations (bumping) in a lower level for which his training within the agency and experience have qualified him/her regardless of whether a vacancy exists.
- c) A laid off employee refusing a position of similar work and class from which he/she was laid off or who fails to respond to the Employer's offer to reinstatement after being given a reasonable time to respond, need not be offered any further reinstatement opportunity by the Employer.
- d) An employee who has been laid off or demoted in lieu of lay-off shall be reinstated when a vacancy for which he is qualified occurs in the department according to the inverse order of the lay-off.
- e) Employees who are laid off may continue under the group hospital and surgical insurance and life insurance programs provided the employee pays the full premium (employer and employee's share). Payment will be required in accordance with the following schedule:

<b><u>Period of Lay-off</u></b>	<b><u>Payment Required</u></b>
0 - 15 days	none
16 - 45 days	1 month
46 - 75 days	2 months
For each additional 30 days	1 month additional payment

26.03 The employer shall provide a severance package to employees whose positions are eliminated or at risk of elimination due to budgetary reasons or operational efficiency. The severance will be equal to one month of the employee's elected employer sponsored health insurance plan for every 18 days of accrued sick leave. The employer agrees to pay its portion of the health insurance plan. Employees that elect to retire in lieu of layoff will be offered one month of the employer sponsored health insurance plan for every 6 days of accrued sick leave up to a maximum of 12 months. If the employee does not currently participate in the employer sponsored health insurance,

they will be compensated by a cash pay-out equal to 50% of the employer's current cost of a single health plan. This option is also subject to a 12 month maximum for employees that elect to retire. If the employee elects the severance package and is later recalled from layoff their sick leave balance will not be reinstated as the employer will have considered the employee fully compensated for their accrued sick leave.

26.04 **Lay-off Procedures**

- a) Within the Department the Employer shall determine the class(es) to be affected and the number of positions to be vacated in each classification.
  - 1) Terminate any limited term, emergency or probationary employees in the same class(es) or equivalent class(es) before commencing any lay-off action of permanent employees.
    - (a) Employees serving a promotional probationary period in a class affected by lay-off shall be restored to their former position if promoted within the department.
  - 2) All positions in a class shall be considered as included.
    - (a) In laying off employees the employee with the least seniority shall be laid off first provided that those remaining are qualified to carry on the employers usual operation. Recall shall be in reverse order of lay-off provided the employee or employees are qualified to perform the duties of the job or jobs to which recalls are made. The employer shall give affected employees at least thirty (30) day notice of layoff. This 30 day notice may not apply in instances where the circumstances prompting the layoff are unforeseen or the result of an emergency in which case, employees shall be given as much notice as possible. Upon receipt of such notice the employee shall have up to seven (7) calendar days to exercise bumping rights or he/she shall forfeit his/her opportunity to bump.

Such notice shall contain:

- A. The reason for lay-off.
  - B. The effective date of lay-off.
  - C. The last day of pay status.
  - D. Time limitations thereof, if possible.
- (b) The lay-offs contemplated hereby and rules are applicable to lay-off or functional reorganizations.

After completion of probationary period, employees seniority shall date as of the date of employment with the employer and shall not be considered terminated except upon discharge for cause, voluntary quit, failure to return upon the expiration of a leave of absence, lay-off for a period exceeding two (2) years or failure within 7 days after sending of notice to respond to recall from lay-off after written notice by certified mail is sent to the employee at the last address appearing on the employer's records.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of March 2011

FOR THE UNION

Catherine Pipping  
Cindy Haffney  
Molly Day  
Jeanne Schneider

FOR THE EMPLOYER

Allen Buchholz  
County Executive  
Bob Howell  
County Board Chair  
Susan Keiberg  
County Clerk

## CLASSIFICATION AND PAY SCHEDULE – EXHIBIT A

**Classification:** The following establishes the classifications and total positions as affected by this agreement. These are the maximum number of positions subject to the agreement and constitute the maximum number of positions for each classification. All vacancies, as much as possible, will be filled through reclassification of existing departmental employees.

### **LIMITATIONS ON NUMBER OF POSITIONS**

<b><u>MAXIMUM NUMBER OF POSITIONS</u></b>	<b><u>CLASSIFICATION</u></b>
Effective upon approval of contract	
32% of workforce	Social Worker
68% of workforce	Senior Social Worker

When the number of FTE senior social worker positions falls below the maximum number of authorized positions by one-half or more full time equivalents, the most senior qualified social worker shall be reclassified to the senior social worker classification. The number of occupied FTE senior social worker positions must never exceed the maximum number of authorized positions by more than one-half FTE unless there has been a reduction in the work force. In that event the maximum number of senior social workers will be allowed to exceed percentage authorized above until such time as the number is reduced to the authorized level through attrition.

Two of the senior social worker positions are reserved for persons who have attained a MSW program at a school approved by the Council on Social Work Education.

**Assignment of Duties:** The Director has the right to assign people to jobs within their current classification in accordance with their qualifications in order to provide the best service to the public. All similar classifications will have similar responsibilities and duties and people in similar classifications can be assigned to other positions which have the same classification.

## **RULES GOVERNING ADMINISTRATION OF CLASSIFICATION SCHEDULE AND PAY POLICY**

1. New hires shall be on probation for six (6) months and advance to Step I after one (1) year and progress through the remainder of the salary range in accordance with the prescribed time intervals with the following exception. If a position cannot be filled by any current employees in the department, and no suitable candidate can be recruited at the starting rate, the Employer may hire the new employee at any step within the salary range. If an applicant has social work employment experience with a County Department of Human/Social Service Agency the applicant may be hired at various steps in the pay range as follows:

12-23 months of current employment -	Step I
24-35 months of current employment -	Step II
36-59 months of current employment -	Step III
60 + months of current employment -	Step IV

If the applicant is not currently employed but has had such social work employment experience in the past, deductions will be made as follows:

1-6 months this employment -	no deduction
7-12 months this employment -	12 months
13-24 months this employment -	24 months
25-36 months this employment -	36 months
37-48 months this employment -	48 months
49-60 months this employment -	60 months

Cases not clearly falling within these guidelines will be individually decided by association and management.

### **Effective 12-26-10 (0% ATB)**

Guarantee no layoffs or furloughs for 2011

		Step I	Step II	Step III	Step IV	Step V	Step VI
	<u>Min</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>72 Mo.</u>
Social Worker	19.54	20.67	21.78	22.90	24.00	24.64	25.13
Senior Social Worker	24.29	25.24	26.17	27.08	28.06	28.75	29.31
Case Worker*	Pay rate 90% of Social Worker Rate						

### **Effective 12-25-11 (CPI\*\* adjustment not to exceed 2%ATB)**

**To be determined**

		Step I	Step II	Step III	Step IV	Step V	Step VI
	<u>Min</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>72 Mo.</u>
Social Worker							
Senior Social Worker							
Case Worker*	Pay rate 90% of Social Worker Rate						

**Notes:** The interval shown between steps is for regular full time employees. The equivalent interval between steps for regular part time employees is 1950 hours for the 1 year interval and 3900 hours for the 2 year interval.

- Employee must be eligible to be certified as a Social Worker. Upon presentation of evidence of state certification, the employee will be promoted to the Social Worker classification and corresponding pay rate. Departmental seniority shall apply from the date the Case Worker received state certification as a Social Worker. Caseworkers failing to gain state certification as a Social Worker by the end of their sixth month will be terminated from employment unless the County and Union mutually agree to extend the time limit for certification for up to another six months.

\*\* CPI is defined as the Consumer Price Index for All Urban Consumers as established by the Department of Labor Bureau of Labor Statistics. The adjustment will be based on the trailing 12 months rate at the effective date of the wage increase.